

To,  
Mr. \_\_\_\_\_  
(Allottee)

Subject: Provisional allotment of Flat No. ----- on ----- Floor in ----- wing in the proposed Building "KALPATARU APARTMENT Building No. -----, in KALPATARU APARTMENT, survey no. 20/5 of Mouje Bhilkhed, Tq. Karanja Lad, Dist. Washim within the area of Washim District.

Dear Sir,

This is to confirm and record that we have provisionally allotted to you Flat No. ----- on ----- Floor in ----- Wing, have ----- sq. meters carpet area in the proposed building "KALPATARU APPARTMENT" ("The Said Building") being constructed at Field Survey No. 20/5, Mauje Bhilkhed, Tq. Karanja Lad, Dist. Washim lying being and situated at Tq. Karanja Lad ("The said Flat") Subject to the following terms & conditions:

- 1) The said Flat is provisionally allotted to you, having carpet area of approx -----(in words \_\_\_\_\_) Sq. Meter with the right to use, occupy, enjoy and possess the said flat of the new building for the consideration of Rs. -----/- (Rupees -----Only) and you also have to pay Rs. -----/- (Rupees -----Only) as additional consideration towards special internal flat amenities as requested by you.
- 2) We confirm receipt of Rs. -----/- (Rupees in words) as a booking deposit towards allotment of the said Flat and you agree to pay the balance amount of Rs. -----/- (Rupees in words) towards total consideration as per the payment scheduled given in the agreement for sale.
- 3) The time for making payment of the aforesaid installment is strictly of the essence of this allotment Letter and any delay by you in making the aforesaid payment/s shall forthwith render this allotment Letter voidable at our sole and exclusive option and discretion without any further act and/or reference and / or recourse to you and in the event of treating this allotment void, we shall be entitled to forfeit all amount/s till then paid by you to us and thereupon we shall also be free and entitled in our own right to deal with the said Flat, in any manner as we deem fit in our sold and absolute discretion PROVIDED HOWEVER THAT we shall not exercise the aforesaid right of termination unless and until a notice 15 days demanding the said payment is given to you PROVIDED FURTHER that strictly without prejudice to the aforesaid, we may in our sole discretion instead of treating this allotment void as aforesaid, permit you to pay the said installments after their respective due dates but after charging interest thereon as per the rate specified in Agreement to Sale.
- 4) You agree to unconditionally sign all applications, papers and documents and do all such acts, deeds and things as we may require for safe guarding our interests in the said project.
- 5) You agree not to claim any right, title or interest in the said Flat till the entire consideration and other payments payable by you herein set out is paid in full and you are accepted as the member of the Society (to be formed in due course).

- 6) We shall be entitled to vary and modify the plans in respect of the construction of the building as may be required by the concerned authority. The area mentioned is subject to change and the final consideration will vary accordingly.
- 7) You have also agreed to bear and pay the Stamp Duty and Registration charges payable on Agreement for sale whenever executed in pursuance hereof.
- 8) You shall be entitled to sell, transfer and assign the benefits in respect of the said Flat to any person only after execution of the requisite Agreement for Sale and after you're giving cleared all your dues under this Letter of Allotment (including financial charges on delayed payments, other deposit/s and charges).
- 9) In respect of any amount remaining unpaid under the terms of this letter, we shall have a first lien and charges etc. in respect of this allotment.
- 10) You have agreed to pay amount towards the betterment and development charges to be incurred by us in the course of development of the said flat the advance maintenance charges, charges for the formation of the body of purchasers in the building comprising the said flat and other incidental charges as may be communicated to you by us at the time of execution of the Agreement for Sale.
- 11) This is not an agreement for sale or transfer of the said flat in your favor and is merely a confirmation of our intent to provisionally allot the said flat to you, provided you comply with all the terms and conditions contained in this letter.
- 12) Please confirm your acceptance of the aforesaid terms and conditions by signing and returning to us a duplicate copy of this allotment letter.

Thanking you

Your faithfully,

Mr. Vivek Chaware  
Promoter

### **CONFIRMATION**

I / We hereby confirm and agree to the terms and conditions of this allotment letter and will abide by the same.

(Allottee's Name & Sign)